

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2831414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARY R. KARALEKAS REVOCABLE TRUST	11/03/2010
THOMAS J BAUCH	11/04/2010
ELLEN BAUCH	11/04/2010
THE OTTMAR PARTNERSHIP, ATTN: PETER OTTMAR C/O MERCURY PRINT AND MAIL	11/03/2010
WILLIAM J HARDY, C/O KLEINFELD, KAPLAN & BECKER, LLC,	11/04/2010
LOUISE P WISE, C/O KLEINFELD, KAPLAN & BECKER, LLC,	11/04/2010
RECEIVING PARTY DATA	
Name:	WATER GENERATING SYSTEMS LLC
Street Address:	2001 JEFFERSON DAVIS HIGHWAY
Internal Address:	SUITE 607
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6497794
CORRESPONDENCE DATA	
Fax Number:	(202)315-0497
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2026007767
Email:	kmf@kmfpatent.com
Correspondent Name:	KMF PATENT SERVICES, PLLC
Address Line 1:	1629 K STREET, NW
Address Line 2:	SUITE 300
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20006
NAME OF SUBMITTER:	KENNETH M. FAGIN
SIGNATURE:	/Kenneth M. Fagin/
DATE SIGNED:	04/28/2014

Total Attachments: 16

source=Investors-to-WGS Assignment#page1.tif
source=Investors-to-WGS Assignment#page2.tif
source=Investors-to-WGS Assignment#page3.tif
source=Investors-to-WGS Assignment#page4.tif
source=Investors-to-WGS Assignment#page5.tif
source=Investors-to-WGS Assignment#page6.tif
source=Investors-to-WGS Assignment#page7.tif
source=Investors-to-WGS Assignment#page8.tif
source=Investors-to-WGS Assignment#page9.tif
source=Investors-to-WGS Assignment#page10.tif
source=Investors-to-WGS Assignment#page11.tif
source=Investors-to-WGS Assignment#page12.tif
source=Investors-to-WGS Assignment#page13.tif
source=Investors-to-WGS Assignment#page14.tif
source=Investors-to-WGS Assignment#page15.tif
source=Investors-to-WGS Assignment#page16.tif

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of November, 2010, between Mary R. Karalekas in her capacity as Trustee for the Mary. R Karalekas Revocable Trust; Peter S. Karalekas in his capacity as Trustee for the Peter S. Karalekas Revocable Trust; Thomas J. Bauch and Ellen Bauch, as community property holders; the Ottmar Partnership; William J. Hardy and Louise P. Wise, as tenants by the entirety, (collectively the "Transferring Parties"); and, Water Generating Systems, LLC, a Delaware limited liability company (hereinafter the "Company").

WHEREAS, each of the Transferring Parties was a Preferred Member and Creditor of Marine Desalinization Systems, LLC, which is in the process of dissolution and winding down; and,

WHEREAS, Marine Desalinization Systems, LLC, in said process of dissolution and winding down, transferred and assigned certain intellectual property to each of the Transferring Parties (See Dissolution Assignment and Schedule A attached hereto); and,

WHEREAS, the Transferring Parties have established the Company and desire to transfer that certain intellectual property to the Company;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. The Transferring Parties hereby assign and transfer to the Company the full and exclusive right, title, and interest to all of that certain intellectual property each received from Marine Desalinization Systems, LLC, as more particularly set forth in Schedule A attached hereto.


2. The Company hereby acknowledges and accepts the aforesaid assignment and transfer of the full and exclusive right, title, and interest to all of that certain intellectual property.
3. The Company agrees to indemnify, defend, and hold harmless the Transferring Parties from and against any claims and/or liabilities, arising from, or relating to that certain intellectual property transferred to the Company.
4. Each of the Parties agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
5. This Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile transmission.
6. This Agreement shall be binding on the Parties hereto, as well as their respective heirs, representatives, agents, successors and assigns.
7. The failure of a party to enforce any right resulting from any breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
9. For purposes of any action or proceeding involving this Agreement, the parties hereto expressly submit to the jurisdiction of the courts of the State of Delaware, or Federal courts located in Delaware, and waive any right to contest the

appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens.


10. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not strictly for or against any party hereto.
11. All provisions of this Agreement have been entered into and agreed to by the parties in good faith and sincerity as to their legality. If any provision hereof shall at any time be declared illegal and/or unenforceable between the parties hereto by a final decree of a court of competent jurisdiction, or by statute, then said part, and that part only, shall be deemed invalid and inoperative between the parties, it being understood and agreed that said remaining parts shall retain full force and effect between the parties.
12. This Agreement contains the entire understanding between the Parties with respect to the transfer of intellectual property from the Transferring Parties to the Company, and this Agreement supersedes all prior communications and understandings with respect thereto. This Agreement may not be superseded, amended, or modified except by written agreement signed on behalf of the Parties hereto.
13. The undersigned acknowledge that violation of this Agreement may cause substantial injury and damage to any party hereto for which they are entitled to seek injunctive or other equitable relief as well as monetary damages.

[SIGNATURE PAGE FOLLOWS]

Mary. R Karalekas Revocable Trust


By: Mary R. Karalekas
Title: Trustee

Peter S. Karalekas Revocable Trust


By: Peter S. Karalekas
Title: Trustee

Thomas J. Bauch

Ellen Bauch

The Ottmar Partnership

By: Peter H. Ottmar
Title:

William J. Hardy

Louise P. Wise

Water Generating Systems, LLC,

By:
Title:

U:\Station5\CRP\WaterGeneratingSystems-Assignment.docx

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of ~~October~~^{November}, 2010, between Mary R. Karalekas in her capacity as Trustee for the Mary. R Karalekas Revocable Trust; Peter S. Karalekas in his capacity as Trustee for the Peter S. Karalekas Revocable Trust; Thomas J. Bauch and Ellen Bauch, as community property holders; the Ottmar Partnership; William J. Hardy and Louise P. Wise, as tenants by the entirety, (collectively the "Transferring Parties"); and, Water Generating Systems, LLC, a Delaware limited liability company (hereinafter the "Company").

WHEREAS, each of the Transferring Parties was a Preferred Member and Creditor of Marine Desalinization Systems, LLC, which is in the process of dissolution and winding down; and,

WHEREAS, Marine Desalinization Systems, LLC, in said process of dissolution and winding down, transferred and assigned certain intellectual property to each of the Transferring Parties (See Dissolution Assignment and Schedule A attached hereto); and,

WHEREAS, the Transferring Parties have established the Company and desire to transfer that certain intellectual property to the Company;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. The Transferring Parties hereby assign and transfer to the Company the full and exclusive right, title, and interest to all of that certain intellectual property each received from Marine Desalinization Systems, LLC, as more particularly set forth in Schedule A attached hereto.

2. The Company hereby acknowledges and accepts the aforesaid assignment and transfer of the full and exclusive right, title, and interest to all of that certain intellectual property.
3. The Company agrees to indemnify, defend, and hold harmless the Transferring Parties from and against any claims and/or liabilities, arising from, or relating to that certain intellectual property transferred to the Company.
4. Each of the Parties agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
5. This Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile transmission.
6. This Agreement shall be binding on the Parties hereto, as well as their respective heirs, representatives, agents, successors and assigns.
7. The failure of a party to enforce any right resulting from any breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
9. For purposes of any action or proceeding involving this Agreement, the parties hereto expressly submit to the jurisdiction of the courts of the State of Delaware, or Federal courts located in Delaware, and waive any right to contest the


appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens.

10. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not strictly for or against any party hereto.
11. All provisions of this Agreement have been entered into and agreed to by the parties in good faith and sincerity as to their legality. If any provision hereof shall at any time be declared illegal and/or unenforceable between the parties hereto by a final decree of a court of competent jurisdiction, or by statute, then said part, and that part only, shall be deemed invalid and inoperative between the parties, it being understood and agreed that said remaining parts shall retain full force and effect between the parties.
12. This Agreement contains the entire understanding between the Parties with respect to the transfer of intellectual property from the Transferring Parties to the Company, and this Agreement supersedes all prior communications and understandings with respect thereto. This Agreement may not be superseded, amended, or modified except by written agreement signed on behalf of the Parties hereto.
13. The undersigned acknowledge that violation of this Agreement may cause substantial injury and damage to any party hereto for which they are entitled to seek injunctive or other equitable relief as well as monetary damages.

[SIGNATURE PAGE FOLLOWS]

Mary. R Karalekas Revocable Trust

By: Mary R. Karalekas
Title: Trustee


Thomas J. Bauch

Mary. R Karalekas Revocable Trust

By: Peter S. Karalekas
Title: Trustee


Ellen Bauch

The Ottmar Partnership

By: Peter H. Ottmar
Title:

William J. Hardy

Louise P. Wise

Water GeneratingSystems, LLC,

By:
Title:

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 3 day of October, 2010, between Mary R. Karalekas and Peter S. Karalekas in their capacities as Trustees for the Mary. R. Karalekas Revocable Trust; Thomas J. Bauch and Ellen Bauch, as community property holders; the Ottmar Partnership; William J. Hardy and Louise P. Wise, as tenants by the entirety, (collectively the "Transferring Parties"); and, Water Generating Systems, LLC, a Delaware limited liability company (hereinafter the "Company").

WHEREAS, each of the Transferring Parties was a Preferred Member and Creditor of Marine Desalinization Systems, LLC, which is in the process of dissolution and winding down; and,

WHEREAS, Marine Desalinization Systems, LLC, in said process of dissolution and winding down, transferred and assigned certain intellectual property to each of the Transferring Parties (See Dissolution Assignment and Schedule A attached hereto); and,

WHEREAS, the Transferring Parties have established the Company and desire to transfer that certain intellectual property to the Company;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. The Transferring Parties hereby assign and transfer to the Company the full and exclusive right, title, and interest to all of that certain intellectual property each received from Marine Desalinization Systems, LLC, as more particularly set forth in Schedule A attached hereto.

2. The Company hereby acknowledges and accepts the aforesaid assignment and transfer of the full and exclusive right, title, and interest to all of that certain intellectual property.
3. The Company agrees to indemnify, defend, and hold harmless the Transferring Parties from and against any claims and/or liabilities, arising from, or relating to that certain intellectual property transferred to the Company.
4. Each of the Parties agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
5. This Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile transmission.
6. This Agreement shall be binding on the Parties hereto, as well as their respective heirs, representatives, agents, successors and assigns.
7. The failure of a party to enforce any right resulting from any breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
9. For purposes of any action or proceeding involving this Agreement, the parties hereto expressly submit to the jurisdiction of the courts of the State of Delaware, or Federal courts located in Delaware, and waive any right to contest the

appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens.

10. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not strictly for or against any party hereto.
11. All provisions of this Agreement have been entered into and agreed to by the parties in good faith and sincerity as to their legality. If any provision hereof shall at any time be declared illegal and/or unenforceable between the parties hereto by a final decree of a court of competent jurisdiction, or by statute, then said part, and that part only, shall be deemed invalid and inoperative between the parties, it being understood and agreed that said remaining parts shall retain full force and effect between the parties.
12. This Agreement contains the entire understanding between the Parties with respect to the transfer of intellectual property from the Transferring Parties to the Company, and this Agreement supersedes all prior communications and understandings with respect thereto. This Agreement may not be superseded, amended, or modified except by written agreement signed on behalf of the Parties hereto.
13. The undersigned acknowledge that violation of this Agreement may cause substantial injury and damage to any party hereto for which they are entitled to seek injunctive or other equitable relief as well as monetary damages.

[SIGNATURE PAGE FOLLOWS]

Mary. R Karalekas Revocable Trust

By: Mary R. Karalekas
Title: Trustee

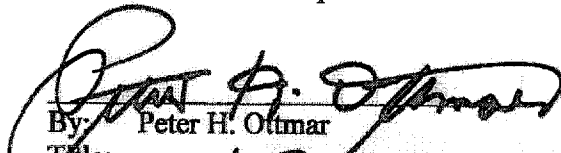
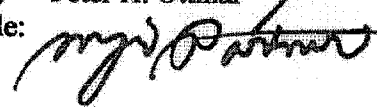
Mary. R Karalekas Revocable Trust

By: Peter S. Karalekas
Title: Trustee

Thomas J. Bauch

Ellen Bauch

The Ottmar Partnership

By: 
Title: 

William J. Hardy

Louise P. Wise

Water Generating Systems, LLC,

By:
Title:

U:\Station5\CRP\WaterGeneratingSystems-Assignment.docx

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of ^{NOV}~~October~~, 2010, between Mary R. Karalekas and Peter S. Karalekas in their capacities as Trustees for the Mary. R Karalekas Revocable Trust; Thomas J. Bauch and Ellen Bauch, as community property holders; the Ottmar Partnership; William J. Hardy and Louise P. Wise, as tenants by the entirety, (collectively the "Transferring Parties"); and, Water Production Systems, LLC, a Delaware limited liability company (hereinafter the "Company").

WHEREAS, each of the Transferring Parties was a Preferred Member and Creditor of Marine Desalinization Systems, LLC, which is in the process of dissolution and winding down; and,

WHEREAS, Marine Desalinization Systems, LLC, in said process of dissolution and winding down, transferred and assigned certain intellectual property to each of the Transferring Parties (See Exhibits 1 & 2 attached hereto); and,

WHEREAS, the Transferring Parties have established the Company and desire to transfer that certain intellectual property to the Company;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. The Transferring Parties hereby assign and transfer to the Company the full and exclusive right, title, and interest to all of that certain intellectual property each received from Marine Desalinization Systems, LLC, as more particularly set forth in Schedule A of Exhibit 2 attached hereto.

2. The Company hereby acknowledges and accepts the aforesaid assignment and transfer of the full and exclusive right, title, and interest to all of that certain intellectual property.
3. The Company agrees to indemnify, defend, and hold harmless the Transferring Parties from and against any claims and/or liabilities, arising from, or relating to that certain intellectual property transferred to the Company.
4. Each of the Parties agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
5. This Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile transmission.
6. This Agreement shall be binding on the Parties hereto, as well as their respective heirs, representatives, agents, successors and assigns.
7. The failure of a party to enforce any right resulting from any breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
9. For purposes of any action or proceeding involving this Agreement, the parties hereto expressly submit to the jurisdiction of the courts of the State of Delaware, or Federal courts located in Delaware, and waive any right to contest the

appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens.

10. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not strictly for or against any party hereto.
11. All provisions of this Agreement have been entered into and agreed to by the parties in good faith and sincerity as to their legality. If any provision hereof shall at any time be declared illegal and/or unenforceable between the parties hereto by a final decree of a court of competent jurisdiction, or by statute, then said part, and that part only, shall be deemed invalid and inoperative between the parties, it being understood and agreed that said remaining parts shall retain full force and effect between the parties.
12. This Agreement contains the entire understanding between the Parties with respect to the transfer of intellectual property from the Transferring Parties to the Company, and this Agreement supersedes all prior communications and understandings with respect thereto. This Agreement may not be superseded, amended, or modified except by written agreement signed on behalf of the Parties hereto.
13. The undersigned acknowledge that violation of this Agreement may cause substantial injury and damage to any party hereto for which they are entitled to seek injunctive or other equitable relief as well as monetary damages.

[SIGNATURE PAGE FOLLOWS]

Mary. R Karalekas Revocable Trust

By: Mary R. Karalekas
Title: Trustee

Mary. R Karalekas Revocable Trust

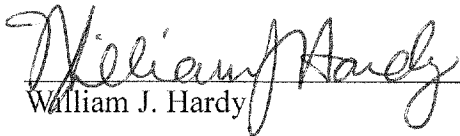
By: Peter S. Karalekas
Title: Trustee

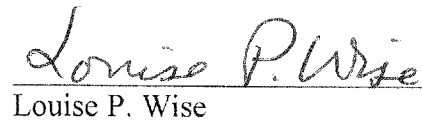
Thomas J. Bauch

Ellen Bauch

The Ottmar Partnership

By: Peter H. Ottmar
Title:


William J. Hardy


Louise P. Wise

Water Production Systems, LLC,

By:
Title: